

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400583

PRINT DATE: 06/19/14

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1800792214  
STRATEGIC PROTECTIVE SERVICES INC  
4485 FORBES BLVD  
  
LANHAM, MD 20706  
(301 ) 577-7500

### REFER QUESTIONS TO:

TOLULOPE OLOJO  
(410 ) 767-4605 EXT 9999  
TOLULOPE.OLOJO@MARYLAND.GOV

**ITB:** 001IT819448

**EXPR DATE:** 07/01/17  
**POST DATE:** 06/19/14

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 346,378.68

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 15 33551 0823 \$115,459.56  
H00 16 33551 0823 \$115,459.56  
H00 17 33551 0823 \$115,459.56

### ORIGINAL FUND CERTIFICATION

THE BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THE INVITATION TO BID AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED AND IN AND MADE PART OF THE BPO.

THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF WORK PROVIDED IN THE SPECIFICATION IN ORDER TO KEEP EXPENDITURES WITHIN AUTHORIZED APPROPRIATIONS.

PLEASE RETAIN SECTIONS A, B, C (AND D, IF PROVIDED) FOR FUTURE REFERENCE.

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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BPO NO: 001B4400583

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PAGE: 02

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	99046-GRDURM	LT	268,138.6800

SECURITY GUARDS SERVICE

TO PROVIDE UNARMED UNIFORMED GUARD SERVICE FOR THE DEPARTMENT OF GENERAL SERVICES AT THE W. PAUL MARTIN DISTRICT COURT MULTI SERVICE CENTER LOCATED AT 201 BAPTIST ST. SALISBURY, MD 21801. FOR A PERIOD OF THREE YEARS, BEGINNING JULY 1, 2014 TO JUNE 30, 2017.

REGULAR GUARD HOURS - 22476 HOURS @ \$11.93/HR  
TOTAL \$268,138.68

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0002	99046	EA	78,240.0000
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GUARD AND SECURITY SERVICES

TO PROVIDE UNARMED UNIFORMED GUARD SERVICE FOR THE DEPARTMENT OF GENERAL SERVICES AT THE W. PAUL MARTIN DISTRICT COURT MULTI SERVICE CENTER LOCATED AT 201 BAPTIST ST. SALISBURY, MD 21801. FOR A PERIOD OF THREE YEARS, BEGINNING JULY 1, 2014 TO JUNE 30, 2017.

SUPERVISOR HOURS - 6000 HOURS @ \$13.04/HR  
TOTAL \$78,240.00

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END OF ITEM LIST

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\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_

  
BUYER AUTHORIZED DESIGNEE

DATE: 6/19/14

**SECTION C – SPECIFICATIONS**  
**The W. Paul Martin District Court/Multi-Service Center**  
**Unarmed Uniformed Guard Services**  
**Solicitation ITB #001IT819448**  
**Small Business Reserve Procurement with 5% MBE Goal**

**1. BACKGROUND**

- 1.1 The W. Paul Martin District Court/Multi-Service Center is located at 201 Baptist Street, Suite 18, Salisbury, Maryland 21801. It houses twenty one (21) agencies, with approximately 400 employees that serve an estimated twelve hundred (1200) clients daily.
- 1.2 This Multi-Service Center was built in 1990, to act as a central location to better serve the public.
- 1.3 The work under this contract will cover all Security Tasks on a daily, weekly, monthly, semi-annual and annual basis.

**2. SCOPE OF WORK**

- 2.1 The contractor shall develop a security management plan and furnish all labor, supplies and equipment necessary to provide the unarmed uniformed guard service to this facility in strict conformance with the methods and conditions specified in these Detailed Specifications.
- 2.2 These Detailed Specifications pertain to the W. Paul Martin District Court/Multi-Service Center, location at 201 Baptist Street, Suite 18, Salisbury, Maryland 21801. Department of General Services is an agency of the State of Maryland.

**3. TERM OF CONTRACT**

This contract shall provide the specified unarmed uniformed guard services for a period of three (3) years, beginning **July1, 2014** through **June 30, 2017**.

**4. PRE-BID CONFERENCE**

**A pre bid conference has been schedule for Wednesday April 9th 2014 at 10am.** Each bidder is encouraged to attend the scheduled pre bid conference, although it is not mandatory (See Section A, Paragraph 7). **The pre bid conference will be held in the first floor conference room, at the W. Paul Martin District Court/Multi-Service Center, 201 Baptist Street, Suite 18, Salisbury, Maryland 21801.** At the scheduled pre bid conference each bidder will be permitted to examine the building, familiarize

himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the building and the contents of these specifications. Failure to do so does not relieve the successful bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. **As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the eMarylandMarketplace solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document.** For more pre bid conference information, contact Laurie Schmitt at 410-713-3601

## 5. SECURITY MANAGEMENT PLAN

The contractor shall prepare a security plan for the facility to implement the written instructions provided to the contractor by the Regional Manager as specified in Paragraph 21.1, and which shall comply with established security procedures and practices and shall conform with all legal restrictions. This plan will address the total security needs of the facility including but not limited to the following:

- 5.1 Recommended post assignments.
- 5.2 Recommended post instructions for all posts and all shifts.
- 5.3 Recommended courses of action to deter pilferage, theft or vandalism.
- 5.4 Recommended procedures for emergency notifications.
- 5.5 This plan shall be submitted to the Regional Manager for review no later than (30) days prior to start of contract.
- 5.6 ORGANIZATIONAL CHART:
  - a. The contractor shall submit to the Regional Manager, a local organizational chart, identifying the local Branch Manager or Director of the Contractor's operation and list in succeeding order each person subordinate to their position that will have a direct relationship with the contract in matters of concern dealing with said contents of these specifications and contract documents.
  - b. Adjacent to the person's name on the organizational chart, said contractor shall identify this person's position in descending order with a phone number (s) where this person can be reached twenty-four (24) hours a day, seven (7) days a week.
  - c. Should a change occur in the contractor's organization during the term of

this contract, he/she shall immediately notify the Regional Manager by telephone.

- d. No later than five (5) working days thereafter, the contractor shall provide the Regional Manager with an updated organizational chart.

## 6. **NUMBER OF GUARDS AND GUARD SCHEDULE**

The number of uniformed guards and schedule of service shall be approximately as follows: (Subject to change by Regional Manager or Maintenance Supervisor Ref 21.1.)

### **Monday through Friday, except Holidays:**

7:30 a.m. to 4:00 p.m. - 1 guard (8 hours) 2 hr. lunch (**on-site unarmed uniformed supervisor**)

4:00 p.m. to 12:00 a.m. - 1 guard (8 hours)

\*4:00 p.m. to 7:00 p.m. - 1 guard (3 hours) \*Elimination possible due to Manpower needed for metal detectors Ref. 21.1.

12:00 a.m. to 8:00 a.m. - 1 guard (8 hours)

### **Saturdays, Sundays and State Holidays:**

8:00 a.m. to 4:00 p.m. - 1 guard (8 hours)

4:00 p.m. to 12:00 a.m. - 1 guard (8 hours)

12:00 a.m. to 8:00 p.m. - 1 guard (8 hours)

## 7. **STANDARDS AND QUALIFICATIONS OF GUARDS**

The following minimum standards shall apply to all guards assigned to this State facility:

- 7.1 High School graduate or equivalency certificate.
- 7.2 The ability to speak and write English in a clear and concise manner.
- 7.3 No record of criminal convictions.
- 7.4 In good general health without physical defects.

- 7.5 Able to stand or walk for an entire shift.
- 7.6 Climb stairs or ladders.
- 7.7 Able to lift or carry objects weighing up to fifty pounds.
- 7.8 Able to run.
- 7.9 Capable of self-defense.
- 7.10 Cleared through a background investigation conducted by District Court and the Maryland State Police; as specified in paragraph 8.
- 7.11 Failure to comply with these standards without written consent will result in deductions from payment under this contract through non-payment for all hours worked by guards who do not meet the above standards.

8. **AUTHORIZATION FOR ACCESS TO RECORDS AND DOCUMENTATION**

On Award of Contract the company and applicant of company that is to be assigned to this contract shall present the following documentation:

- 8.1 A signed "authorization to access of records" forms.
- 8.2 The person's completed application.
- 8.3 A copy of certification of the education requirements.
- 8.4 Reference check of past employers.
- 8.5 The applicant must pass the background check and meet the standards of the Department of General Services.
- 8.6 Applicant will not be interviewed if all of the above information is not received prior to interview.

9. **TRAINING**

- 9.1 This section of the contract shall take effect thirty (30) days prior to the actual placement of guards within the facility. During this thirty (30) day period, the contractor is to train guards assigned to this contract. Guards shall not be assigned to this facility who have not received the training for in this section.

- 9.2 The contractor shall certify and submit to the State written evidence that all of the guards to be assigned to this facility have been trained in the following subjects and have demonstrated a thorough understanding of the training received and when this training took place.

**Subject**

Duties of Guards Under This Contract.....	6
Legal Restrictions on Search and Seizure.....	1
General Orders and Post Instructions for this Contract.....	4
Emergency Notification Procedures.....	2
Fire & Safety Equipment.....	2
Mechanical Equipment and Alarms.....	2
Bomb Threat Procedures.....	1
Incident Handling Reports.....	3
Access Control and Patrols.....	2
Preparation of Report and Forms.....	1
Communication Procedures and Equipment.....	1
State Rules, Procedures, Policies.....	2
First Aid.....	2
Uniform and Appearance.....	1

**10. ON-SITE SUPERVISION**

- 10.1 The contractor must provide on-site unarmed uniformed supervisor who will be responsible for the security plan of the facility and all guards assigned to the facility and will be readily available to confer with the Regional Manager or Maintenance Supervisor upon their request.
- 10.2 The on-site unarmed uniformed supervisor shall be available on a twenty four (24) hour per day, seven (7) day per week basis by telephone and will respond to the facility to direct security operations as needed or requested by the Regional Manager or Maintenance Supervisor.
- 10.3 The on-site unarmed uniformed supervisor must have a telephone.

**11. GUARD RELIEF AND LENGTH OF TOUR**

- 11.1 All guards shall report for duty and begin their shift operation at the time specified and shall remain on duty until properly relieved. Nothing in this contract shall be deemed to permit the guard to leave his post for any other reason.

- 11.2 It is understood by both parties hereto that personnel performing guard duties must be mentally and physically alert at all times. No guards shall be assigned to perform guard duty under this contract who have worked in excess of sixteen (16) hours per twenty four (24) hour working day, except in the case of extreme emergency and only with the approval of the Regional Manager.

## 12. **GUARD DUTIES**

- 12.1 Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction in accordance with the facility's security plan.
- 12.2 Make building rounds to check for fire, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, open or unlocked windows and other specific items as specified by the facility's security plan or as instructed by the Regional Manager.
- 12.3 Maintain an entrance and exit log and permitting only authorized persons to enter the premises after regular building hours.
- 12.4 Report in writing any unusual occurrences which happen during the course of his tour of duty.
- 12.5 Open building areas for janitorial personnel, check area after cleaning and re-secure area.
- 12.6 Inspect bags, packages, boxes and parcels after hours to prevent theft and pilferage.
- 12.7 Control parking in permit and restricted parking areas.
- 12.8 Provide assistance to individuals looking for agencies or services.
- 12.9 Answer general information on telephone when receptionist is not present.
- 12.10 Raise and lower the United States and Maryland flags.
- 12.11 Observe activities of individuals in the building to insure that building rules and policies are observed by requesting compliance. Should an individual ignore the request for compliance, the guard is to immediately notify the Regional Manager or Maintenance Supervisor.
- 12.12 Participate in scheduled fire drills.
- 12.13 Participate in scheduled disaster control drills.



- 12.14 Patrol the parking areas to prevent pilferage from and vandalism to vehicles and other unlawful activity.
- 12.15 Adhere to the proper notification procedures in the event of any unusual situation.
- 12.16 Obtain complete information and complete a Department of General Services Incident Report on all incidents which occur during his/her tour.
- 12.17 In absence of the Regional Manager or Maintenance Supervisor, notify the local fire department in case of fire. The local police department in case of theft, vandalism or unauthorized entry. The Department of General Services management personnel require notification in every instance of the above or other unusual situation.
- 12.18 Direct construction, service and maintenance contractor personnel to report to and sign in at the MSC Manager's office immediately upon entering and leaving the facility.
- 12.19 Allow only authorized personnel access in such areas as mechanical rooms, electrical rooms, telephone room, compactor room, grounds- keeper room, etc..
- 12.20 Initiate report-to-work calls with Regional Manager or Maintenance Supervisors approval to the Multi-Service Center maintenance staff, during snow removal operations.
- 12.21 Follow emergency telephone procedures in the event of a systems-wide failure.
- 12.22 Inform employees and visitors of the Governor's Executive Order and The Department of General Services Smoking Regulations. **NO SMOKING IN ANY STATE OFFICE BUILDING.**
- 12.23 Make key rounds as directed by Regional Manager or Maintenance Supervisor. Failure to make proper rounds will result in a \$1.00 dollar deduction for each key missed.
- 12.24 Guards will be required to operate metal detectors at times as deemed necessary by the MSC Manager, if the building is so equipped or if installed during the term of this contract.

13. **GUARDS SHALL NOT**

- 13.1 Make any detention of individuals without the express approval of the MSC Manager.

- 13.2 Carry any weapons such as guns, knives, nightstick, mace, etc.
- 13.3 Use force except to defend themselves or others when in immediate danger.
- 13.4 Make any verbal or written statement about the facility or any incident or circumstance without the express approval of the Regional Manager.
- 13.5 Engage in any unauthorized investigation or detective work.
- 13.6 Surrender keys to any unauthorized individual without the express approval of the Regional Manager.
- 13.7 Remove keys, supplies or equipment from the facility.
- 13.8 Make personal telephone calls except in case of extreme emergency. In this event, the public pay telephone will be used.
- 13.9 Eat or drink, while on duty, except during breaks or specified lunch times; such exceptions will be confined to the guard duty station and the employee's lunch room.
- 13.10 Smoke or chew tobacco in any area of the building while on duty or off duty.
- 13.11 Turn on/off the equipment of State agencies.
- 13.12 Confiscate any money inadvertently left on desks or tables.
- 13.13 Carry a pager unless directly connected to this security job.
- 13.14 Leave this facility for any reason unless properly relieved. Leaving post will result in immediate termination.
- 13.15 Use any equipment, i.e. TELEVISIONS, RADIOS, COMPUTERS, FAX, STOVES, MICROWAVES, REFRIGERATORS, VCRS, in any area of this Multi-Service Center. Only authorized area is staff lounge 2nd floor, for use of refrigerator and microwave.
- 13.16 Use any copy machines in any area. Exception is the Department of General Services, only with the approval of the Department of General Services. Paper must be supplied.
- 13.17 Engage in loud or boisterous behavior.
- 13.18 Be under the influence of alcohol or drugs (grounds for immediate termination).

- 13.19 Gambling of any form.
- 13.20 Consume any food or beverage, other than that brought with the employee or purchased from vending machines.
- 13.21 Open any desk, file cabinet or storage cabinet.
- 13.22 Engage in horseplay.
- 13.23 Sleeping while on duty.
- 13.24 Engage in long conversations with other security guards, visitors or other individuals.
- 13.25 Take photographs of the building or its contents.
- 13.26 Entertain anyone, i.e. wife, husband, friend, children, etc., while on duty.
- 13.27 Engage in any activity which is not in the best interest of the state or otherwise detrimental to the performance of this contract.

14. **GUARD LOGS**

- 14.1 All guards shall sign in and out in the guard's log which shall be furnished by the Security Contractor. At the beginning of each shift, the guard(s) shall prepare the log by assigning that day's date in the upper right hand corner of the sheet. Each guard on duty on the shift will then print their name(s) followed by their signature(s) in the upper left hand corner of the sheet.
- 14.2 All entries in the guard's log shall be printed and readable. Any falsification of information written in the guard's log is grounds for denying payment to the contractor for all shifts containing false entries.
- 14.3 At the conclusion of each shift, the guard will bring the guard log to the Regional Manager's Office. The guard will make a report of all incidents occurring on that shift.
- 14.4 When the guard log book is completed, it is to be turned over to the Regional Manager for his keeping.

15. **GUARD'S UNIFORMS**

All guards shall arrive ready for duty completely uniformed, to include:

- 15.1 Uniform hat.
- 15.2 Uniform shirt.
- 15.3 Uniform tie.
- 15.4 Uniform trousers.
- 15.5 Uniform shoes.
- 15.6 Uniform winter coat or rain gear as the season and weather dictate.
- 15.7 All uniforms comply with OSHA, MOSHA, and other local State or Federal statutes.
- 15.8 Identification badge.
- 15.9 Name tags.
- 15.10 Patch identifying the name of the security company.
- 15.11 GUARD UNIFORM EXPENSE:

Maryland Annotated Code, Labor and Employment Articles, Section 20503 provides that employers pay for cost, maintenance, and upkeep of uniforms and cannot pass these costs onto employees. This provision applies to uniforms bearing the logo, patch, or any other special identifying features or is unique to the company.

Employer will not deduct, collect or hold any employee money for the return of uniforms prior to final pay.

Employer will not deduct from final pay charges for normal wear or cleaning of returned uniforms.

**16. GUARD'S APPEARANCE**

- 16.1 Hats must be worn at all times both indoors and outdoors.
- 16.2 Badges must be worn on the outer garment easily visible.
- 16.3 Name tags, similar to those used by the military or police departments, shall be worn and visible to the general public.

- 16.4 All guards shall have an acceptable haircut, similar to police department standards.
- 16.5 Beards and mustaches will be permitted but they must be neatly trimmed to no more than 1".
- 16.6 Uniforms must fit properly and must be cleaned and pressed.
- 16.7 Shoes must be black and in good repair and be polished.
- 16.8 Uniforms shall be worn in a military manner.
- 16.9 All guards assigned shall wear identical uniforms.
- 16.10 Only stud-type earrings will be allowed to be worn by female guards. Large or dangle earrings are not allowed.
- 16.11 **FAILURE TO COMPLY WITH THESE STANDARDS** without written consent will result in deductions from payment under this contract through non-payment for all hours worked by guards who do not meet the above standards.

17. **ARRESTS AND COMPLAINTS**

Guards shall make no arrests or detention without the express consent or written instructions of the Multi-Service Center Administrator or his representative. Guards shall not sign a complaint on behalf of any state agency and any request by local, State or Federal government authorities to sign a complaint must be referred to the Regional Manager.

18. **FURNISH GUARD CLOCK**

- 18.1 The successful contractor will be required to furnish a clock suitable of recording rounds made by security officers on duty. The clock, keys and tape will be furnished as a part of this contract. The tape will be retrieved by the Regional Manager or Maintenance Supervisor only. Security Guards shall not be permitted to have access to tape. In case clock should fail for any reason, a replacement clock must be on site within eight (8) hours. Any problems should be recorded in logbook.
- 18.2 Any keys furnished by security will be turned over to maintenance for installation in existing and/or future wall boxes. Keys will be returned upon termination of this contract. Failure to furnish clock or make rounds will result in deduction. See paragraph 12.23.

19. **LINES OF RESPONSIBILITY**

It has been determined that the best interests of the State cannot be serviced by having one company furnishing both janitorial and uniformed guard services at the same Multi-Service Center. In order to establish clear lines of responsibility, it is required that the aforementioned services be provided by separate contractors. Therefore, the State reserves the right to make a determination that a bidder under this uniformed guard service solicitation is not responsible in the event the bidder (or its affiliate or subsidiary) is or will be providing janitorial service at any of the facilities covered by this solicitation during the terms of the contract to be entered into as a result of this solicitation.

20. **QUALIFICATIONS DETERMINING RESPONSIBILITY OF BIDDERS**

- 20.1 All bidders must be security guard agencies licensed by the State of Maryland.
- 20.2 Prior to submitting a bid for the work covered by the Specifications, the bidder shall have no less than five (5) complete and consecutive years of providing uniformed guard service of the type required by this contract for buildings of the type and size covered by this contract. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.
- 20.3 The five (5) complete and consecutive years required in 20.2 above, must have been immediately prior to bidding this contract.
- 20.4 The contractor must provide to the State prior to or with the bid evidence of these qualifications as follows:
  - 20.4.1 A copy of the State of Maryland Security Guard License.
  - 20.4.2 Listing of companies or organizations which your company provided guard service over the preceding five (5) years, including the length of time the service was provided and the size of the guard force provided.
  - 20.4.3 The type of background investigation conducted prior to hiring of guards to include a listing of all records and areas of investigation.

21. **THE STATE AGREES**

- 21.1 To provide written instructions specifying the days and hours of the week uniformed guard service is to be provided, tours of duty required, duties to be

performed by each guard and location of guard posts; this information will be prepared by the Regional Manager and furnished to the successful bidder after the award of the contract. The Regional Manager may make changes in any of these instructions at any time; except where time and circumstances dictate 48 hour notice of these changes will be furnished to the contractor.

21.2 That all persons performing work under this contract shall, at all times, be recognized as Contract Guard Service employees under the control of the contractor. However, the contractor, his agents and employees shall, in the performance of services hereunder, comply with written or verbal instructions received from the Multi-Service Center Administrator, Regional Manager or Building Maintenance Supervisor.

21.3 Not to solicit the contractor's employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel which provides equal job consideration and certification to all job applicants.

## **22. STATE'S RIGHT TO REJECT OR REMOVE GUARDS**

The contractor agrees that upon request of the Regional Manager or Maintenance Supervisor, he will immediately remove from service under this contract any of his employees who, failed to meet the requirements of the specifications.

## **23. REPLACEMENT GUARDS**

The successful bidder must be able to furnish qualified replacements and/or extra guards within one hour of notification of the need for replacement or extra guards. Qualified replacements and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this center, or must be so instructed by the contractor's supervisor at the center in such a manner as to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment. The supervisor must remain at the center to supervise the new guard's activities for no less than one hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.

## **24. WORK WEEK DEFINED**

For purposes of this agreement, the work week shall commence with shifts beginning at 12:01 a.m. on Sunday and ending the next following Saturday at 12:00 midnight.

25. **GUARD ASSIGNMENT**

- 25.1 The contractor shall provide the number of uniformed guards requested by the Multi-Service Center Administrator, Multi Service Center Manager or Maintenance Supervisor. Paragraph 6.
- 25.2 Individual guards must be assigned on a permanent basis to this contract and may not be transferred to any other location without the consent of the Regional Manager.
- 25.3 If the State finds it necessary to assign State personnel to provide security for any shift and/or portion of any shift for which the contractor was responsible under this contract, the State reserves the right to refuse payment for the period of time the contractor failed to provide the service and to hold the contractor liable for any wages paid to the State personnel while same was required to perform security duties normally performed by the contractor.

26. **PENALTY FOR FAILURE TO PROVIDE GUARDS**

If the Manager or designee finds it necessary to assign State personnel to provide security of any amount of time for which the Contractor is responsible under this contract, the Manager reserves the right to refuse payment for the period of time that the contractor failed to provide service, and to hold the contractor liable for any wages paid to State personnel to perform security duties normally performed by the contractor.

27. **MINIMUM WAGES**

The contractor is required to pay employees that are employed under this contract at least the current Federal Minimum Wage in effect at time of bid.

28. **FIDELITY BOND**

Contractors' employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the Contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of the Contract. Said bond or bonds shall have a limit of at least \$ 2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than the time of award of contract.



29. **CONTRACTOR'S INSURANCE**

- a. The Contractor must furnish and keep in effect during the term of this contract the following:
  - 1. General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees while acting within the scope of their duties shall be maintained in current status by the contract.
  - 2. Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.
- b. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

30. **HOURLY RATES**

- 30.1 eMarylandMarketplace Line 001 and eMarylandMarketplace Line 002 - the hourly billing rate submitted for unarmed uniformed guards and a supervisor for the estimated hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.
- 30.2 This same rate shall be used when required by the State to work special hours providing additional security under the contract. The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the Regional Manager/Designee.
- 30.3 It shall be the contractor's responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands a watch for a lower paid guard.
- 30.4 These rates will be used in computing additions, or deductions from the

Contractor's monthly payment, for changes to the specified duties and services, for extra work required by the State or for penalties imposed upon the Contractor as indicated elsewhere in the specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the contractor's overhead and profit.

**31. PAYMENT TO THE CONTRACTOR**

- 31.1 At the end of each calendar month, the contractor shall render his account in triplicate for work done during the month. Invoice shall indicate the number of non-overtime work hours. The contractor shall indicate the Contract Number, his Federal Tax Identification or Social Security Number on the face of each invoice billed to the State. Invoices shall be submitted to:

Dept. of General Services  
Accounts Payable  
Room 1309  
301 W. Preston St.  
Baltimore, MD 21201-2305

- 31.2 Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid.
- 31.3 Upon the occurrence of any of the acts or omissions listed below or elsewhere in the Specifications, there shall be an equitable adjustment of the Contract Guard Service charges to fairly reflect the reduced value of its services.
- 31.3.1 Failure to properly train guards in advance of assignment to assigned duties.
- 31.3.2 Failure to maintain complete records of all hours of each guard assigned to the Center engaged in working for which payment is computed on the basis of actual hours worked.
- 31.3.3 Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty.
- 31.3.4 Falsification of any entries in the guard log by the contractor's personnel.
- 31.3.5 Improper or incomplete dress of guard.
- 31.3.6 Failure to conduct a proper background investigation of all guards assigned to the Center, including educational requirements

31.3.7 The State having to utilize State personnel to provide security when the contractor fails to do so under the provisions of this contract.

31.3.8 The contractor fails to adequately train extra or replacement guards as prescribed by the Specifications.

31.3.9 Guard asleep at post (grounds for termination).

## 32. **STATE'S RIGHTS**

Nothing in these conditions shall be deemed to limit the State's rights or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

## 33. **STATE HOLIDAYS**

Holidays which will be observed by the State shall include:

New Year's Day	Columbus Day
Martin Luther King Day	Presidential Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

And all other additional day authorized by the Governor, plus official general election holidays.

## 34. **HIRING AGREEMENT**

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

35. **MINORITY BUSINESS ENTERPRISE/AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

35.1 This Contract is subject to Executive Order 01.01.1995.19, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article – COMAR 21.11.03, Minority Business Enterprises Policies; and COMAR 21.11.04, Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process, DGS; and the provisions of COMAR 11.01.10 which incorporates by reference the Minority Business Enterprise Program Manual. Copies of the Minority Business Enterprise Program Manual may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise Office, 7201 Corporate Center Drive, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State law and regulations pertaining to Minority Business Enterprise and Affirmative Action.

35.2 An MBE subcontract participation goal of **words (5 %)** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation the bidder agrees that this dollar amount of the contract will be performed by a certified minority business enterprise.

31.2.1 **PLEASE NOTE: The Prime Contractor cannot also be the Subcontractor.**

36. **MBE Forms:**

36.1 A Bidder **shall include electronically with its bid before the bid is opened on insert date, at time:**

(1) A completed DGS-MBE-01-A – **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** whereby the Bidder acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal and affirms that the MBE subcontractors were treated fairly in the solicitation process. **Use the attached form only.**

(2) A completed DGS-MBE-03-C – MBE Participation Schedule whereby the Bidder responds to the degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBE's at the time of submission. The bidder shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Utilization and Fair Solicitation Affidavit. **Use the attached form only.**

- a. **COMAR 21.11.03.09 C (5).** If the bidder fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive.

36.2 Within ten (10) working days from notification that it is the apparent awardee or from the date of actual work, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:

- (1) A completed Attachment B – Department of General Services Outreach Efforts Compliance Statement.
- (2) A completed Attachment C – Subcontractor Project Participation Statement.
- (3) If the apparent awardee has requested a waiver (in whole or part) of the overall MBE goal or any of the sub-goal as part of the previously submitted Attachment A, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

**NOTE: If the apparent aware fails to return each completed document within the required time, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE APPARENT AWARDEE IS NOT RESPONSIBLE AND THEREFORE IS NOT ELIGIBLE FOR CONTRACT AWARD.**

36.3 **MBE forms can not be faxed, mailed or hand carried to the Procurement Officer.**

**If the MBE forms and Bid Proposal Affidavit are not submitted electronically with your bid, your bid shall be rejected from consideration. If the MBE forms and Bid Proposal Affidavit are not completed and accurately submitted, your bid shall be rejected from consideration. All appropriate spaces must be filled in.**

### **37. TO BE SUBMITTED WITH THE BID**

The following documents are to be submitted online with the bid response for the bid opening:

- A. References and qualifications
- B. \*Bid Proposal Affidavit (online attachment);
- C. \* Contract Affidavit (online attachment);
- D. \*\*MBE forms DGS-MBE 01-A and 03-C (online attachments, **required**)
- E. Living Wage Affidavit (online attachment)
- F. A copy of you Guard and/or Business license.
- G. Small Business Reserve Affidavit

**You may submit the attached Bid Proposal Affidavit electronically with your bid or after bid opening. In accordance with COMAR 21.05.08.07, failure to complete and submit the Bid Proposal Affidavit shall deem your bid non-responsive. The bid proposal affidavit can be faxed, mailed or hand carried to the procurement officer.**

**\*\* If the Bidder fails to submit all required documents with the bid, the Procurement Representative/Officer may deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

### **38. LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total values of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

**The contract resulting from this solicitation (#001IT819448) has been deemed to be a Tier 2 contract.**

**\*\*\*See the LIVING WAGE attachments to this solicitation\*\*\***

**\*\*\* Read the attachments thoroughly and retain for future reference\*\*\***

### **39. HOURLY BILLING RATES**

39.1 Line 001 B The hourly rate submitted for unarmed guards for the estimated **22,476** hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.

39.2 Line 002 B The hourly rate submitted for guard Supervisor for the estimated **6,000** hours for non-overtime work regardless of the day of the week or hour of the day the work

is to be performed.

**NOTE: The hours and schedule listed will be used for evaluation purposes only. Award will be the actual hours and schedule based on fund availability.**

35. **BASE BID**

The Base Bid shall be the total of eMarylandMarketplace Line 001 + eMarylandMarketplace Line 002 which shall be the total three (3) year price for providing unarmed uniformed guard services as detailed in these specifications and calculated as follows:

$$\begin{array}{rcl} \$ \underline{\hspace{2cm}} & * \frac{22476}{\text{Estimated Hours}} & = \$ \underline{\hspace{2cm}} \\ \text{Hourly billing rate for guards} & \text{3 years} & \text{eMarylandMarketplace Line 001} \end{array}$$

$$\begin{array}{rcl} \$ \underline{\hspace{2cm}} & * \frac{6000}{\text{Estimated Hours}} & = \$ \underline{\hspace{2cm}} \\ \text{Hourly billing rate for supervisor} & \text{3 years} & \text{eMarylandMarketplace Line} \end{array}$$

$$\begin{array}{rcl} \$ \underline{\hspace{2cm}} & + & \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \\ \text{eMarylandMarketplace Line 001} & \text{eMarylandMarketplace Line 002} & \text{Base Bid} \end{array}$$

36. **BASIS OF AWARD**

This contract will be awarded to the responsible bidder who submits the lowest responsive base bid price for the three (3) years of the contract.

37. **ACCEPTANCE OF BIDS**

Any reference in Sections A, Terms and Conditions or B, Contract Provisions regarding the submission of bids in hard copy format are non-applicable. **Bids for this solicitation are being accepted solely online through eMarylandMarketplace.** If you have any questions regarding this, contact the Procurement Officer, Tolu Olojo at (410) 767-4605

38. **THE BID DUE DATE IS: April 15<sup>th</sup>, 2014 by 2pm**